

1 PAULINE WHITE, ESQ./BAR NO. 120374  
2 150 N. Santa Anita Avenue, Suite 300  
3 Arcadia, CA 91016  
4 (626) 821-1844

5 Attorneys for Defendant Swift Transportation Company of Arizona LLC erroneously sued as  
6 Swift Transportation Company LLC

7  
8 UNITED STATES DISTRICT COURT  
9 CENTRAL DISTRICT OF CALIFORNIA--EASTERN DISTRICT

10 JAIME EDGARDO CANTADERIO, an  
11 individual; and PATRICIA CANTADERIO, an  
12 individual,

13 Plaintiffs,

14 v.

15 JAMESON LAWRENCE, an individual;  
16 SWIFT TRANSPORTATION COMPANY,  
17 LLC., an Arizona Limited Liability  
18 Corporation; and, DOES 1 through 20,  
19 inclusive,

20 Defendants.

CASE NO.: ED CV 13-01784VAP (SPx)

ORDER on STIPULATED PROTECTIVE  
ORDER FOR STANDARD LITIGATION

[NOTE CHANGE MADE BY COURT TO  
PARAGRAPH 6.3]

21 1. PURPOSES AND LIMITATIONS

22 Disclosure, depositions, and discovery activity in this action are likely to involve  
23 production of confidential, proprietary, and/or private information for which special protection  
24 from public disclosure and from use for any purpose other than prosecuting this specific  
25 litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
26 to enter the following Stipulated Protective Order. The parties acknowledge that this Order  
27 does not confer blanket protections on all disclosures or responses to discovery and that the  
28

1 protection it affords from public disclosure and use extends only to the limited information or  
2 items that are entitled to confidential treatment under the applicable legal principles. The  
3 parties further acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective  
4 Order does not entitle them to file confidential information under seal; this Court's local rules  
5 set forth the procedures that must be followed and the standards that will be applied when a  
6 party seeks permission from the court to file material under seal.  
7

8 **2. DEFINITIONS**

9 2.1 Challenging Party: a Party or Non-Party that challenges the designation of information  
10 or items under this Order.

11 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is generated,  
12 stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil  
13 Procedure 26(c).  
14

15 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as well as  
16 their support staff).

17 2.4 Designating Party: a Party or Non-Party that designates information or items that it  
18 produces in disclosures or in responses to discovery as "CONFIDENTIAL."  
19

20 2.5 Disclosure or Discovery Material: all items or information, regardless of the medium or  
21 manner in which it is generated, stored, or maintained (including, among other things,  
22 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
23 responses to discovery in this matter.  
24

25 2.6 Expert: a person with specialized knowledge or experience in a matter pertinent to the  
26 litigation who has been retained by a Party or its counsel to serve as an expert witness or as  
27 a consultant in this action.  
28

1 2.7 House Counsel: attorneys who are employees of a party to this action. House Counsel  
2 does not include Outside Counsel of Record or any other outside counsel.

3 2.8 Non-Party: any natural person, partnership, corporation, association, or other legal  
4 entity not named as a Party to this action.

5 2.9 Outside Counsel of Record: attorneys who are not employees of a party to this action  
6 but are retained to represent or advise a party to this action and have appeared in this action  
7 on behalf of that party or are affiliated with a law firm which has appeared on behalf of that  
8 party.  
9

10 2.10 Party: any party to this action, including all of its officers, directors, employees,  
11 consultants, retained experts, and Outside Counsel of Record (and their support staffs).2.11

12 Producing Party: a Party or Non-Party that produces Disclosure or Discovery Material  
13 in this action.  
14

15 2.12 Professional Vendors: persons or entities that provide litigation support services (e.g.,  
16 photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing,  
17 storing, or retrieving data in any form or medium) and their employees and subcontractors.

18 2.13 Protected Material: any Disclosure or Discovery Material that is designated as  
19 "CONFIDENTIAL."  
20

21 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material from a  
22 Producing Party.

23 **3. SCOPE**

24 The protections conferred by this Stipulation and Order cover not only Protected  
25 Material (as defined above), but also (1) any information copied or extracted from Protected  
26 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3)  
27 any testimony, conversations, or presentations by Parties or their Counsel that might reveal  
28

1 Protected Material. However, the protections conferred by this Stipulation and Order do not  
2 cover the following information: (a) any information that is in the public domain at the time of  
3 disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a  
4 Receiving Party as a result of publication not involving a violation of this Order, including  
5 becoming part of the public record through trial or otherwise; and (b) any information known  
6 to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the  
7 disclosure from a source who obtained the information lawfully and under no obligation of  
8 confidentiality to the Designating Party. Any use of Protected Material at trial shall be  
9 governed by a separate agreement or order.  
10

11 **4. DURATION**

12 Even after final disposition of this litigation, the confidentiality obligations imposed by  
13 this Order shall remain in effect until a Designating Party agrees otherwise in writing or a  
14 court order otherwise directs, regardless of date. Final disposition shall be deemed to be the  
15 later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and  
16 (2) final judgment herein after the completion and exhaustion of all appeals, rehearings,  
17 remands, trials, or reviews of this action, including the time limits for filing any motions or  
18 applications for extension of time pursuant to applicable law, and/or any motions to enforce  
19 the terms of this agreement/order.  
20  
21

22 **5. DESIGNATING PROTECTED MATERIAL**

23 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or  
24 Non-Party that designates information or items for protection under this Order must take care  
25 to limit any such designation to specific material that qualifies under the appropriate  
26 standards. The Designating Party must designate for protection only those parts of material,  
27 documents, items, or oral or written communications that qualify – so that other portions of  
28

1 the material, documents, items, or communications for which protection is not warranted are  
2 not swept unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited. Designations that are  
4 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to  
5 unnecessarily encumber or retard the case development process or to impose unnecessary  
6 expenses and burdens on other parties) expose the Designating Party to sanctions.

7 If it comes to a Designating Party's attention that information or items that it designated for  
8 protection do not qualify for protection, that Designating Party must promptly notify all other  
9 Parties that it is withdrawing the mistaken designation.  
10

11 **5.2 Manner and Timing of Designations.** Except as otherwise provided in this Order (see,  
12 e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,  
13 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly  
14 so designated before the material is disclosed or produced.  
15

16 Designation in conformity with this Order requires:

17 (a) for information in documentary form (e.g., paper or electronic documents, but  
18 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing  
19 Party affix the legend "CONFIDENTIAL" to each page that contains protected material. If only  
20 a portion or portions of the material on a page qualifies for protection, the Producing Party  
21 also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the  
22 margins).  
23

24 A Party or Non-Party that makes original documents or materials available for  
25 inspection need not designate them for protection until after the inspecting Party has  
26 indicated which material it would like copied and produced. During the inspection and before  
27 the designation, all of the material made available for inspection shall be deemed  
28

1 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants copied  
 2 and produced, the Producing Party must determine which documents, or portions thereof,  
 3 qualify for protection under this Order. Then, before producing the specified documents, the  
 4 Producing Party must affix the “CONFIDENTIAL” legend to each page that contains Protected  
 5 Material. If only a portion or portions of the material on a page qualifies for protection, the  
 6 Producing Party also must clearly identify the protected portion(s) (e.g., by making  
 7 appropriate markings in the margins).  
 8

9 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
 10 Designating Party identify on the record, before the close of the deposition, hearing, or other  
 11 proceeding, all protected testimony.  
 12

13 (c) for information produced in some form other than documentary and for any other  
 14 tangible items, that the Producing Party affix in a prominent place on the exterior of the  
 15 container or containers in which the information or item is stored the legend  
 16 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant protection,  
 17 the Producing Party, to the extent practicable, shall identify the protected portion(s).  
 18

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
 20 designate qualified information or items does not, standing alone, waive the Designating  
 21 Party’s right to secure protection under this Order for such material. Upon timely correction of  
 22 a designation, the Receiving Party must make reasonable efforts to assure that the material  
 23 is treated in accordance with the provisions of this Order.  
 24

## 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
 27 confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality  
 28 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic

1 burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to  
2 challenge a confidentiality designation by electing not to mount a challenge promptly after the  
3 original designation is disclosed.

4 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution process  
5 by providing written notice of each designation it is challenging and describing the basis for  
6 each challenge. To avoid ambiguity as to whether a challenge has been made, the written  
7 notice must recite that the challenge to confidentiality is being made in accordance with this  
8 specific paragraph of the Protective Order. The parties shall attempt to resolve each  
9 challenge in good faith and must begin the process by conferring directly (in voice to voice  
10 dialogue; other forms of communication are not sufficient) within 14 days of the date of  
11 service of notice. In conferring, the Challenging Party must explain the basis for its belief that  
12 the confidentiality designation was not proper and must give the Designating Party an  
13 opportunity to review the designated material, to reconsider the circumstances, and, if no  
14 change in designation is offered, to explain the basis for the chosen designation. A  
15 Challenging Party may proceed to the next stage of the challenge process only if it has  
16 engaged in this meet and confer process first or establishes that the Designating Party is  
17 unwilling to participate in the meet and confer process in a timely manner.

18 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court  
19 intervention, the Designating Party shall file and serve a motion to retain confidentiality under  
20 Civil Local Rule 37 within 21 days of the initial notice of challenge or within 14 days of the  
21 parties agreeing that the meet and confer process will not resolve their dispute, whichever is  
22 earlier. Each such motion must be accompanied by a competent declaration affirming that the  
23 movant has complied with the meet and confer requirements imposed in the preceding  
24 paragraph. Failure by the Designating Party to make such a motion including the required

1 declaration within 21 days (or 14 days, if applicable) shall automatically waive the  
2 confidentiality designation for each challenged designation. In addition, the Challenging Party  
3 may file a motion challenging a confidentiality designation at any time if there is good cause  
4 for doing so, including a challenge to the designation of a deposition transcript or any portions  
5 thereof. Any motion brought pursuant to this provision must be accompanied by a competent  
6 declaration affirming that the movant has complied with the meet and confer requirements  
7 imposed by the preceding paragraph.  
8

9 The burden of persuasion in any such challenge proceeding shall be on the Designating  
10 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or  
11 impose unnecessary expenses and burdens on other parties) may expose the Challenging  
12 Party to sanctions. Unless the Designating Party has waived the confidentiality designation by  
13 failing to file a motion to retain confidentiality as described above, all parties shall continue to  
14 afford the material in question the level of protection to which it is entitled under the  
15 Producing Party's designation until the court rules on the challenge.  
16

## 17 7. ACCESS TO AND USE OF PROTECTED MATERIAL

18 7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or  
19 produced by another Party or by a Non-Party in connection with this case only for  
20 prosecuting, defending, or attempting to settle this litigation. Such Protected Material may be  
21 disclosed only to the categories of persons and under the conditions described in this Order.  
22 When the litigation has been terminated, a Receiving Party must comply with the provisions  
23 of section 13 below (FINAL DISPOSITION).  
24

25 Protected Material must be stored and maintained by a Receiving Party at a location  
26 and in a secure manner that ensures that access is limited to the persons authorized under  
27 this Order.  
28

1 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the  
2 court or permitted in writing by the Designating Party, a Receiving Party may disclose any  
3 information or item designated "CONFIDENTIAL" only to:  
4 (a) the Receiving Party's Outside Counsel of Record in this action, as well as employees of  
5 said Outside Counsel of Record to whom it is reasonably necessary to disclose the  
6 information for this litigation and who have signed the "Acknowledgment and Agreement to  
7 Be Bound" that is attached hereto as Exhibit A;  
8 (b) the officers, directors, and employees (including House Counsel) of the Receiving Party  
9 to whom disclosure is reasonably necessary for this litigation and who have signed the  
10 "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably  
12 necessary for this litigation and who have signed the "Acknowledgment and Agreement to Be  
13 Bound" (Exhibit A);  
14 (d) the court and its personnel;  
15 (e) court reporters and their staff, professional jury or trial consultants, mock jurors, and  
16 Professional Vendors to whom disclosure is reasonably necessary for this litigation and who  
17 have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);  
18 (f) during their depositions, witnesses in the action to whom disclosure is reasonably  
19 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit  
20 A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of  
21 transcribed deposition testimony or exhibits to depositions that reveal Protected Material must  
22 be separately bound by the court reporter and may not be disclosed to anyone except as  
23 permitted under this Stipulated Protective Order.  
24  
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1 (g) the author or recipient of a document containing the information or a custodian or other  
2 person who otherwise possessed or knew the information.

3 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER  
4 LITIGATION

5 If a Party is served with a subpoena or a court order issued in other litigation that compels  
6 disclosure of any information or items designated in this action as "CONFIDENTIAL,"  
7 that Party must:

8  
9 (a) promptly notify in writing the Designating Party. Such notification shall include a copy of  
10 the subpoena or court order;

11 (b) promptly notify in writing the party who caused the subpoena or order to issue in the other  
12 litigation that some or all of the material covered by the subpoena or order is subject to this  
13 Protective Order. Such notification shall include a copy of this Stipulated Protective Order;  
14 and  
15

16 (c) cooperate with respect to all reasonable procedures sought to be pursued by the  
17 Designating Party whose Protected Material may be affected.

18 If the Designating Party timely seeks a protective order, the Party served with the subpoena  
19 or court order shall not produce any information designated in this action as

20 "CONFIDENTIAL" before a determination by the court from which the subpoena or order  
21 issued, unless the Party has obtained the Designating Party's permission. The Designating  
22 Party shall bear the burden and expense of seeking protection in that court of its confidential  
23 material – and nothing in these provisions should be construed as authorizing or encouraging  
24 a Receiving Party in this action to disobey a lawful directive from another court.  
25  
26  
27  
28

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS  
2 LITIGATION

3 (a) The terms of this Order are applicable to information produced by a Non-Party in this  
4 action and designated as "CONFIDENTIAL." Such information produced by Non-  
5 Parties in connection with this litigation is protected by the remedies and relief provided  
6 by this Order. Nothing in these provisions should be construed as prohibiting a Non-  
7 Party from seeking additional protections.  
8

9 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-  
10 Party's confidential information in its possession, and the Party is subject to an  
11 agreement with the Non-Party not to produce the Non-Party's confidential information,  
12 then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that some or all  
14 of the information requested is subject to a confidentiality agreement with a Non-Party;

15 (2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in  
16 this litigation, the relevant discovery request(s), and a reasonably specific description  
17 of the information requested; and  
18

19 (3) make the information requested available for inspection by the Non-Party.  
20

21 (c) If the Non-Party fails to object or seek a protective order from this court within 14 days of  
22 receiving the notice and accompanying information, the Receiving Party may produce  
23 the Non-Party's confidential information responsive to the discovery request. If the  
24 Non-Party timely seeks a protective order, the Receiving Party shall not produce any  
25 information in its possession or control that is subject to the confidentiality agreement  
26 with the Non-Party before a determination by the court. Absent a court order to the  
27  
28

1 contrary, the Non-Party shall bear the burden and expense of seeking protection in this  
2 court of its Protected Material.

3 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
5 Material to any person or in any circumstance not authorized under this Stipulated Protective  
6 Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the  
7 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the  
8 Protected Material, (c) inform the person or persons to whom unauthorized disclosures were  
9 made of all the terms of this Order, and (d) request such person or persons to execute the  
10 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.  
11

12 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED  
13 MATERIAL  
14

15 When a Producing Party gives notice to Receiving Parties that certain inadvertently produced  
16 material is subject to a claim of privilege or other protection, the obligations of the Receiving  
17 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not  
18 intended to modify whatever procedure may be established in an e-discovery order that  
19 provides for production without prior privilege review. Pursuant to Federal Rule of Evidence  
20 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a  
21 communication or information covered by the attorney-client privilege or work product  
22 protection, the parties may incorporate their agreement in the stipulated protective order  
23 submitted to the court.  
24

25  
26 \\  
27 \\  
28

1 12. MISCELLANEOUS

2 12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek  
3 its modification by the court in the future.

4 12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
5 Order no Party waives any right it otherwise would have to object to disclosing or producing  
6 any information or item on any ground not addressed in this Stipulated Protective Order.  
7 Similarly, no Party waives any right to object on any ground to use in evidence of any of the  
8 material covered by this Protective Order.  
9

10 12.3 Filing Protected Material. Without written permission from the Designating Party or a  
11 court order secured after appropriate notice to all interested persons, a Party may not file in  
12 the public record in this action any Protected Material. A Party that seeks to file under seal  
13 any Protected Material must comply with any local Rule. Protected Material may only be  
14 filed under seal pursuant to a court order authorizing the sealing of the specific Protected  
15 Material at issue. Pursuant to Civil Local Rule, a sealing order will issue only upon a request  
16 establishing that the Protected Material at issue is privileged, protectable as a trade secret, or  
17 otherwise entitled to protection under the law. If a Receiving Party's request to file Protected  
18 Material under seal pursuant to Civil Local Rule is denied by the court, then the Receiving  
19 Party may file the information in the public record pursuant to Civil Local Rule unless  
20 otherwise instructed by the court.  
21  
22

23 13. FINAL DISPOSITION

24 Within 60 days after the final disposition of this action, as defined in paragraph 4, each  
25 Receiving Party must return all Protected Material to the Producing Party or destroy such  
26 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
27 compilations, summaries, and any other format reproducing or capturing any of the Protected  
28

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
 2 submit a written certification to the Producing Party (and, if not the same person or entity, to  
 3 the Designating Party) by the 60 day deadline that (1) identifies (by category, where  
 4 appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the  
 5 Receiving Party has not retained any copies, abstracts, compilations, summaries or any other  
 6 format reproducing or capturing any of the Protected Material. Notwithstanding this provision,  
 7 Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial,  
 8 deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial  
 9 exhibits, expert reports, attorney work product, and consultant and expert work product, even  
 10 if such materials contain Protected Material. Any such archival copies that contain or  
 11 constitute Protected Material remain subject to this Protective Order as set forth in Section 4  
 12 (DURATION).  
 13  
 14

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.  
 16

17 DATED: \_\_\_\_\_  
 18  
 19 Attorneys for Plaintiff

20  
 21 DATED: \_\_\_\_\_  
 22  
 23 Attorneys for Plaintiff

24 DATED: \_\_\_\_\_  
 25  
 26 Attorneys for Defendant  
 27  
 28

1 PURSUANT TO STIPULATION, THIS PROTECTIVE ORDER IS SO ORDERED.

2  
3 DATED: October 23, 2014



4 United States District/Magistrate Judge

**EXHIBIT A                      ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name],  
of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its entirety and  
understand the Stipulated Protective Order that was issued by the United States District Court  
for the Central District of California on \_\_\_\_\_ [date] in the case of **Cantaderio**  
**v. Lawrence** et al., case number 13-cv-01784 VAP (Spx).

I agree to comply with and to be bound by all the terms of this Stipulated Protective  
Order and I understand and acknowledge that failure to so comply could expose me to  
monetary sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Central District of California for the purpose of enforcing the terms of this Stipulated  
Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type  
full name] of \_\_\_\_\_  
[print or type full address and telephone number] as my California agent for service of  
process in connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_